

1 (a) Before entering upon their duties, all teachers shall
2 execute a contract with their county boards, which shall state the
3 salary to be paid and shall be in the form prescribed by the State
4 Superintendent. Each contract shall be signed by the teacher and
5 by the president and secretary of the county board and shall be
6 filed, together with the certificate of the teacher, by the
7 secretary of the office of the county board: *Provided*, That when
8 necessary to facilitate the employment of employable professional
9 personnel and prospective and recent graduates of teacher education
10 programs who have not yet attained certification, the contract may
11 be signed upon the condition that the certificate is issued to the
12 employee prior to the beginning of the employment term in which the
13 employee enters upon his or her duties.

14 (b) Each teacher's contract, under this section, shall be
15 designated as a probationary or continuing contract. A
16 probationary teacher's contract shall be for a term of not less
17 than one nor more than three years, one of which shall be for
18 completion of a beginning teacher internship pursuant to the
19 provisions of section two-b, article three of this chapter, if
20 applicable. If, after three years of such employment, the teacher
21 who holds a professional certificate, based on at least a
22 bachelor's degree, has met the qualifications for a bachelor's
23 degree and the county board enter into a new contract of
24 employment, it shall be a continuing contract, subject to the

1 following:

2 (1) Any teacher holding a valid certificate with less than a
3 bachelor's degree who is employed in a county beyond the three-year
4 probationary period shall upon qualifying for the professional
5 certificate based upon a bachelor's degree, if reemployed, be
6 granted continuing contract status; and

7 (2) A teacher holding continuing contract status with one
8 county shall be granted continuing contract status with any other
9 county upon completion of one year of acceptable employment if the
10 employment is during the next succeeding school year or immediately
11 following an approved leave of absence extending no more than one
12 year.

13 (c) The continuing contract of any teacher shall remain in
14 full force and effect except as modified by mutual consent of the
15 school board and the teacher, unless and until terminated, subject
16 to the following:

17 (1) A continuing contract may not be terminated except:

18 (A) By a majority vote of the full membership of the county
19 board on or before March 1 of the then current year, after written
20 notice, served upon the teacher, return receipt requested, stating
21 cause or causes and an opportunity to be heard at a meeting of the
22 board prior to the board's action on the termination issue; or

23 (B) By written resignation of the teacher on or before March
24 1 to initiate termination of a continuing contract;

1 (2) The termination shall take effect at the close of the
2 school year in which the contract is terminated;

3 (3) The contract may be terminated at any time by mutual
4 consent of the school board and the teacher;

5 (4) This section does not affect the powers of the school
6 board to suspend or dismiss a principal or teacher pursuant to
7 section eight of this article;

8 (5) A continuing contract for any teacher holding a
9 certificate valid for more than one year and in full force and
10 effect during the school year 1984-1985 shall remain in full force
11 and effect;

12 (6) A continuing contract does not operate to prevent a
13 teacher's dismissal based upon the lack of need for the teacher's
14 services pursuant to the provisions of law relating to the
15 allocation to teachers and pupil-teacher ratios. The written
16 notification of teachers being considered for dismissal for lack of
17 need shall be limited to only those teachers whose consideration
18 for dismissal is based upon known or expected circumstances which
19 will require dismissal for lack of need. An employee who was not
20 provided notice and an opportunity for a hearing pursuant to this
21 subsection may not be included on the list. In case of dismissal
22 for lack of need, a dismissed teacher shall be placed upon a
23 preferred list in the order of their length of service with that
24 board. No teacher may be employed by the board until each

1 qualified teacher upon the preferred list, in order, has been
2 offered the opportunity for reemployment in a position for which he
3 or she is qualified, not including a teacher who has accepted a
4 teaching position elsewhere. The reemployment shall be upon a
5 teacher's preexisting continuing contract and has the same effect
6 as though the contract had been suspended during the time the
7 teacher was not employed.

8 (d) In the assignment of position or duties of a teacher under
9 a continuing contract, the board may provide for released time of
10 a teacher for any special professional or governmental assignment
11 without jeopardizing the contractual rights of the teacher or any
12 other rights, privileges or benefits under the provisions of this
13 chapter. Released time shall be provided for any professional
14 educator while serving as a member of the Legislature during any
15 duly constituted session of that body and its interim and statutory
16 committees and commissions, or any elected municipal or county
17 office, without jeopardizing his or her contractual rights or any
18 other rights, privileges, benefits or accrual of experience for
19 placement on the state minimum salary schedule in the following
20 school year under the provisions of this chapter, board policy and
21 law.

22 (e) Any teacher who fails to fulfill his or her contract with
23 the board, unless prevented from doing so by personal illness or
24 other just cause or unless released from his or her contract by the

1 board, or who violates any lawful provision of the contract, is
2 disqualified to teach in any other public school in the state for
3 a period of the next ensuing school year and the State Department
4 of Education or board may hold all papers and credentials of the
5 teacher on file for a period of one year for the violation:
6 *Provided*, That marriage of a teacher is not considered a failure to
7 fulfill, or violation of, the contract.

8 (f) Any classroom teacher, as defined in section one, article
9 one of this chapter, who desires to resign employment with a county
10 board or request a leave of absence, the resignation or leave of
11 absence to become effective on or before July 15 of the same year
12 and after completion of the employment term, may do so at any time
13 during the school year by written notification of the resignation
14 or leave of absence and any notification received by a county board
15 shall automatically extend the teacher's public employee insurance
16 coverage until August 31 of the same year.

17 (g) (1) A classroom teacher who gives written notice to the
18 county board on or before January 15 of the school year of his or
19 her retirement from employment with the board at the conclusion of
20 the school year shall be paid \$500 from the Early Notification of
21 Retirement line item established for the Department of Education
22 for this purpose, subject to appropriation by the Legislature. If
23 the appropriations to the Department of Education for this purpose
24 are insufficient to compensate all applicable teachers, the

1 Department of Education shall request a supplemental appropriation
2 in an amount sufficient to compensate all such teachers.
3 Additionally, if funds are still insufficient to compensate all
4 applicable teachers, the priority of payment is for teachers who
5 give written notice the earliest. This payment shall not be
6 counted as part of the final average salary for the purpose of
7 calculating retirement.

8 (2) The position of a classroom teacher providing written
9 notice of retirement pursuant to this subsection may be considered
10 vacant and the county board may immediately post the position as an
11 opening to be filled at the conclusion of the school year. If a
12 teacher has been hired to fill the position of a retiring classroom
13 teacher prior to the start of the next school year, the retiring
14 classroom teacher is disqualified from continuing his or her
15 employment in that position. However, the retiring classroom
16 teacher may be permitted to continue his or her employment in that
17 position and forfeit the early retirement notification payment if,
18 after giving notice of retirement in accordance with this
19 subsection, he or she becomes subject to a significant unforeseen
20 financial hardship, including a hardship caused by the death or
21 illness of an immediate family member or loss of employment of a
22 spouse. Other significant unforeseen financial hardships shall be
23 determined by the county superintendent on a case-by-case basis.
24 This subsection does not prohibit a county school board from

1 eliminating the position of a retiring classroom teacher.

2 **§18A-2-6a. Released time for service personnel.**

3 In the assignment of position or duties of a service person
4 under a continuing contract, the board may provide for released
5 time of a service person for any special professional or
6 governmental assignment without jeopardizing the contractual rights
7 of such service or any other rights, privileges or benefits under
8 the provisions of this chapter. Released time shall be provided
9 for any service person while serving as a member of the Legislature
10 during any duly constituted session of that body and its interim
11 and statutory committees and commissions, or any elected municipal
12 or county office, without jeopardizing his or her contractual
13 rights or any other rights, privileges, benefits or accrual of
14 experience for placement on the state minimum salary schedule in
15 the following school year under the provisions of this chapter,
16 board policy and law. For the purposes of this section, service
17 person is the singular of service personnel as defined in section
18 one, article one of this chapter.

NOTE: The purpose of this bill is to require county boards of education to provide released time for professional educators and service personnel when serving in an elected municipal or county office.

Strike-throughs indicate language that would be stricken from

the present law, and underscoring indicates new language that would be added.